ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
(A Statutory Body Under the Aegis of Ministry Of Health and Family Welfare,G.O.I.)
NH-34 Connector, Basantapur, Saguna,

Kalyani, West Bengal
Website: www.aiimskalyani.edu.in

E-Tendering Portal: *https://aiimskalyani.ewizard.in/*

E-Tender No: 3526/P-12027/1/23-24/ET-11(E- TENDER FOR WHOLE BODY PHOTOTHERAPY UNIT) Date: 31.01.2024

(E TENDER FOR WHOLE BODY PHOTOTHERAPY UNIT)

E-TENDER DOCUMENT

For Supply of

WHOLE BODY PHOTOTHERAPY UNIT WITH ACCESSORIES (1NO)

FOR

DEPARTMENT **OF DERMATOLOGY, AIIMS KALYANI.**

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Kalyani,(West Bengal)–741245
Website:www.aiimskalyani.nic.in

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E-TENDER DOCUMENT

Name of the E-Tender: For Supply of WHOLE BODY PHOTOTHERAPY UNIT WITH ACCESSORIS (1 No.) FOR DEPARTMENT OF DERMATOLOGY, AIIMS KALYANI.

Notice Inviting E-Tender

E-Tender No.:3526/P-12027/1/22-23/303/ET-11 (E TENDER FOR WHOLE BODY PHOTOTHERAPY UNIT)

The Executive Director, AIIMS Kalyani, invites E-Bids in Two Bid System (i.e. Technical/Documentary and Financial Bid) from eligible bidders to quote through E-procurement solution portal of AIIMS Kalyani (*https://aiimskalyani.ewizard.in/* on mutually agreed terms and conditions and satisfactory performance **For Supply of WHOLE BODY PHOTOTHERAPY UNIT WITH ACCESSORIES (1NO) FOR DEPARTMENT OF DERMATOLOGY, AIIMS KALYANI**.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Kalyani will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

EMD & PERFORMANCE SECURITY

The bidders shall be required to submit the earnest money deposit (EMD) for an amount of Rs. 87000.00/- by way of demand draft or Bank Guarantee shall be drawn in favour of "**ALL INDIA INSTITUTE OF MEDICAL SCIENCE, KALYANI**". The EMD of the successful bidders shall be returned after the successful submission of the bank guarantee/security deposit and for unsuccessful bidders it would be returned after award of the contract. **The demand drafts or Bank Guarantee for EMD must deliver to AIIMS KALYANI on or before last date/time or Bid submission.**

(a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

(b) The firm who are registered with National Small Industries Corporation (NSIC) / OR Small scale Industries (SSI) are exempted to submit the EMD (copy of registration must be provide along with technical bid)

(c) The EMD, in case of unsuccessful Bidders shall be retained by AIIMS KALYANI. Till the finalization of the tender. No interest payable by AIIMS KALYANI on the EMD.

(d) 'Performance Security' will be 10 % of the value of contract.

E-Tendering Portal:

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https://aiimskalyani.ewizard.in/

For E-tendering Queries contact Representative of

Mr. Saikat Pal (09355030620), Mr. Sk. Tariq Anwar (09355030608),

Section-I

TENDER SCHEDULE

1.1 Schedule of Tender

Bid Ref. No./E-Tender No. – 3526 /P-12027/1/23-24/ET-11 (E TENDER FOR WHOLE BODY PHOTOTHERAPY UNIT)

Date of availability of E-Tender document in the AIIMS KALYANI E-Tendering Solution portal	As per e-Tendering Portal of AIIMS Kalyani https://aiimskalyani.ewizard.in/,https://aiimskalyani.edu.in/ and CPP Portal www.eprocure.gov.in for downloading/participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per e-Tendering Portal of AIIMS KALYANI https://aiimskalyani.ewizard.in/
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	Hard copies of the filled up tender documents with all the mandatory documents in a sealed envelope superscripted as: **"E-Tender for Whole Body Phototherapy Unit"** must be sent by **speed post** only to the following address: **"Faculty In-Charge (Procurement)"ALL India institute of Medical sciences ,Kalyani , NH -34 Connector, Basantapur ,Saguna, P.O-Ghoragacha, District-Nadia, West Bengal-741245"**
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the https://aiimskalyani.ewizard.in/ In case the Scheduled date is declared Holiday the tender Shall be opened on next working day.
Tender Document Cost payable to AIIMS Kalyani	NIL. To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://aiimskalyani.ewizard.in/ and payable to www.tenderwizard.com,directly by the prospective Bidder.

Cost of Bid Document	:	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD)(in shape of DD/BG)	:	87000.00/-
Validity of Bid	:	180 (One hundred and Eighty) days from the last date of bid submission.
Performance Security	:	10 % of the value of contract.
Validity of Performance security	:	The performance security shall remain valid for a period of 62 months from the date of Agreement.
Venue	:	All India institute of medical sciences, Kalyani, NH – 34 connector, Basantapur, Saguna, Kalyani, dist.- Nadia, pin- 741245 (west Bengal)

2.2 Important Dates

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Issue/Publishing Date	:	**Dt. 31/01/2024**
Start date and time of submission of e-tender (Bid)	:	**Dt. 31/01/2024**
Last date & Time of Submission of e-Tender (Bid)	:	**Dt. 20/02/2024 at 17:00 PM**
Date & time of online Technical Bid opening of e-Tender	:	**Dt. 21/02/2024 at 11:00 AM**
Date & time of opening of Price Bid	:	**Will be informed to the Technically qualified Bidders.**

Section-II
INSTRUCTION TO BIDDERS

The Bidder is expected to examine all instructions section wise. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid**.**

2.1 **Language of Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language in which case, for the purpose of interpretation of the Bid, the English translation shall prevail.

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Section-III
TWO BID SYSTEM AND CONDITIONS

3.1 **Technical Bid:** All required documents are to be submitted/ uploaded online.

3.2 **Financial Bid:** The Financial Bid to be submitted on line as per prescribed format. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter.

3.2.1 The Rates are to be quoted in the given format in **'Schedule B' (FINANCIAL BID).**

3.2.2 All quoted rates should be inclusive of freight, packing, forwarding & insurance & Labour charges and also percentage of GST etc.

3.2.3 The rates should be quoted in Indian Rupees in figure as well as in words only.

3.2.4 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

3.2.5 **L-1 will be decided on the lowest price quoted including GST of product** for which the bidder is quoting. GST has to be mentioned clearly in percentage for the product.

3.2.6 The price in the Financial Bid to be quoted strictly against formulation unit.

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3.2.7 The Tender Evaluation Committee may also verify the veracity of claims in respect of known performance of the item(s) offered, experience and reputation of the bidder in the field, the financial solvency etc.

3.2.8 An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.

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Section- IV

General Terms and Conditions

Terms & Conditions:

1. Period of supply: Supply terms mentioned in the Purchase Order should be strictly adhered to.
2. Earnest Money Deposit: 87000.00/-

   The original documents of the bidders qualified in the Technical Bid shall be subject to verification at the appointed date &time.

3. **Rate:** Rates should be quoted in Indian Rupees (INR) on F.O.R Basis at AIIMS, Kalyani, West Bengal, Inclusive of all the Charges, with break-ups:

   - Basic Cost.
   - GST as applicable.
   - Total Cost (F.O.R at Central Stores, AIIMS Kalyani).

4. **Validity:** The quoted rates must be valid for a period for 60 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or changes his offer during the validity period, bid is liable to be rejected and the Earnest Money Deposit shall be forfeited without assigning any reason thereto. The Tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of the original Tender.

5. **Risk Purchase:** IN case the tenderer on whom the purchase order has been placed, fails to deliver supplies within the delivery schedule and the purchaser has to resort to risk purchase, the purchaser (AIIMS, Kalyani) may recover from the tenderer (from the payment on account of subsequent supply or performance security as the case may be) the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the purchase order may be cancelled and EMD /Performance security deposits will be forfeited.

6. **Fall Clause:** If, at any time, during the contract period, the supplier reduces the contract prices of such Stores or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction to the Executive Director, All India Institute of Medical Sciences (AIIMS)

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Kalyani and the price payable for the Stores supplied after the date of coming into force of such reduction of price shall stand correspondingly reduced.

7. **Force Majeure :** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by Contract holder to the purchaser within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contact nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

8. **Delivery:** All the goods ordered shall be delivered strictly as per PURCHASE ORDER. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. The acceptance of the PURCHASE ORDER (invariably sent by E-Mail) should be furnished within 7 (seven) days from the date of issue failing which it shall be treated that the firm has accepted the Purchase order. Part Supply is not acceptable. In case of emergency, part supply may be done with prior permission from Competent Authority. Part Billing is strictly prohibited.
If the supplier fails to deliver the goods on or before the stipulated date (Excluding the date of issue of purchase order/acceptance letter and date of delivery), then Late Delivery charges at the rate of 0.5% per week or part thereof shall be levied subject to maximum of 10% of the total order value. Purchaser may also resort to termination of the Purchase order & even Tender at any time after expiry of the allowable period for supply of materials.

9. **Performance Bank Guarantee:** (a) The successful tenderer will be required to furnish a Performance Bank Guarantee (Annexure III) equal to 10% of the value of contract, in favour of AIIMS Kalyani issued by any scheduled bank. The Performance Bank Guarantee shall be kept valid for a period of 60 days beyond completion of obligations under the contract including warranty period (i.e. 62 months). The Performance Bank Guarantee can be invoked by this Institute in the event of any breach or negligence or non–observance of any condition of contract or any unsatisfactory performance violating the condition of the contract.

10. The price bid(s) of the technically qualified bidders shall be opened and L1 bidder will be determined.

11. Payment Terms: 100% payment shall be released after delivery of the items in good and acceptable condition.

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12. Bidder shall submit the scanned copy (PDF FORMAT) of Tender document and addenda thereto, if any, with **each page signed and with seal** to confirm the acceptance of entire terms and conditions as mentioned in the tender enquiry document.

13. After due evaluation of the bid(s) Institute will award the contract to the responsive tenderer who will quote the lowest Price.

14. Conditional Bids will be treated as unresponsive and therefore may be rejected.

15. The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.

16. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

17. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

18. Clarification of bidding documents.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing to **e-tender@aiimskalyani.edu.in.** The purchaser will respond in writing (e- mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

19. **Debarment from bidding:**

(i) A bidder shall be debarred if he has been convicted of an offence-

(a) Under the Prevention of Corruption Act, 1988; or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

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(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

20. **Code of Integrity:**

No official of the bidder shall act in contravention of the codes which includes

(i) Prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to other wise influence the procurement process.

(b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

(d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) Obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

The bidder should disclose 'previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years' or 'of being debarred by any other procuring entity', if any.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.

21. **TENDER EVALUATION**

Tenders evaluation will be done in two stages:

A.) Technical bid and

B.) Financial bid.

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A) TECHNICAL BID:

The firm should submit the technical bid & Financial Bid through online mode only in the e-tender portal- *https://aiimskalyani.ewizard.in/* Hard copies of the filled up tender documents with all the mandatory documents in a sealed envelope superscripted as: **"E-Tender for Whole Body Phototherapy Unit"** must be sent by **speed post** only to the following address:

"Faculty In-Charge (Procurement)"All India Institute of Medical sciences ,Kalyani , NH -34 Connector, Basantapur ,Saguna, P.O-Ghoragacha, District-Nadia, West Bengal-741245.

The Committee constituted by the Competent Authority shall evaluate the Technical Bid on the basis of Specification as per Schedule A & documents/ information furnished as per Annexure I, Make/Brand quoted; literature enclosed, sample submitted, Demo to be displayed wherever required, the authorization letter from manufacturer for the item etc. The items accepted in Technical Bid will only be considered for evaluation of financial bid. Price should not be quoted with Technical Bid, otherwise the tender will be rejected without any correspondence.

If necessary, at the time of technical evaluation and before opening of Price bids, **the bidders may be called to demonstrate the items for which they have quoted to ascertain the quality of the items.**

B) FINANCIAL BID:

Financial Bid should be submitted in the format which is provided in the e-tender portal as excel format (No other format should be accepted).

The price should indicate cost as mentioned at Para/clause 3 above. Offers with price variation clause will not be accepted. The rates quoted in ambiguous terms such as 'Freight on actual basis' or 'Taxes as applicable extra' or 'Packing forwarding extra' will render the bid liable for rejection.

22. After due evaluation of the financial bids, AIIMS Kalyani will award the contract to the bidders who have quoted the lowest price in the item subject to fulfilment of the quality and specification to the satisfaction of the procuring entity.

23. **Applicable Law:**

- The contract shall be governed by the laws and procedures established by Government

of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

- Any disputes are subject to exclusive jurisdiction of Competent Court and forum in Kalyani/Kolkata, West Bengal, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Kalyani. The decision of the Arbitrator shall be final and binding on both the parties.

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- **Force Majeure:** Any delay due to Force Majeure will be attributable to the supplier unless provided by record of evidence.

24. **Turnover:** The annual turnover of the firm must be Rs. 50.00 lakh per year. The firm should have in the said business at least for last 1 year and supplied the Whole Body Phototherapy Unit with Accessories to any Govt. bodies/ Public bodies/ Hospitals/ Educational institutions etc. The required Purchase Order to this effect should be submitted by the firm.

(Annexure – I)

BID DOCUMENTS

'Whole Body Phototherapy Unit with Accessories (1No) for Dermatology Department for AIIMS, Kalyani

SCHEDULE A: TECHNICAL BID

PART 1: TECHNICAL SPECIFICATIONS

Sl.no	Description	Specifications
1.	Dimension of Cabinet	Height : 84" (213 cms) Width (door closed) : 41" (104 cms) Width (door open) : 53 " (135 cms) Depth (door closed) : 40" (102 cms) Depth (door open) : 50" (127 cms) Weight: 200-280 Kgs.
2.	Outer Body	Rust proof outer surface Double Door UV protective observation window for health care giver Built –in-UV power meter and UV dosimetry. Control with UV sensors (both UVA & UVB).
3	Interior and Patient friendly measures	Spacious cabinet with removable platform to accommodate wheel chair and elevation of the patient to treat lower limbs. Top-mount cooling fans if the patient feels uncomfortable. Open top for claustrophobic patients. UV protective acrylic lamp shield to prevent patient contact with the lamp. High gloss aluminium reflectors on wall to maximize therapy. Large, interior handle grips for holding and support. Speakers for patient instruction while on therapy. On /Off switch panel, if the patient feels uncomfortable.

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4.	Electrical Specification	Power requirement : 4 KVA (either UVB/UVA) 220-240 Volts, Single Phase 50-60 Hz
5.	Electrical Fittings	Rapid start ballast / choke without starter 20 high pressure NB-UVB and 20 UVA lamps (100 watts each) Built- in electric safety circuit.
6.	Lamp cooling system	Optimum environment for lamp and extends lamp life.
7.	Smart Touch control and networking system with EMR Compatibility	With Desktop, Keyboard & Mouse Integrated Software and Applications for in-built. Treatment Protocol: Customizable, Automatic dosage calculation and patient record keeping facility. Operator data, lamp usage and other machinery data keeping facility. Auto-generated voice message warning system for low lamp output and calibration requirement. Can be used as a single system or as a network with other computers.
8.	Warranty & CAMC	5 Years Warranty and 5 years CAMC after expiry of warranty period for all parts except the consumables. Free software update for 5 years. Warranty for the UV Lamps for 6 months, along with freeze –in pricing for UV lamps for 5 years.
9.	Quality Control Certification for UV light emission and Patient Safety	US-FDA & CE/BIS approval certificate.
10.	Accessories	Protective Patients' Goggles: 5 Pairs. Protective Doctors' Goggles: 5 Pairs. Patient Platform. Fitted with wheel/caster or fixed with stoppers as required. The smart touch control system with up to 200 meters LAN cable / wire.

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PART 2: DECLARATIONS AND DOCUMENTS

Sl. No	Particulars	Submitted (Yes/No)	Page No.
1	Name & Address of the manufacture and/or authorized dealers/ distributors/Agency with phone number, email, name and telephone/mobile		
2	Specify if your firm/company is a manufactures/ authorized dealer/distributor/ Agency		
3	Name, Address & designation of the authorized person (Sole proprietor/partner /Executive Director)		
4	Please provide a notarized affidavit on Indian Non Judicial stamp paper of Rs.10/- that		
	(i) No police case is pending against the Proprietor/ partner of the firm. Indicate any convictions, if any.		
	(ii) The firm has never blacklisted by any organization.		
	(iii) We have not quoted the price higher than previously supplied items to any Govt. bodies/ Public bodies/ Hospitals/ Educational institutions etc. or DGS&D rate in recent past. (If you don't fulfill these criteria, your tender will be out rightly rejected).		
5	Please attach copy of last 3 years Income Tax Return		
6	Please attach copy of accounts *(duly certified by Chartered Accountant) for last three (3) years.*		
7	Please attach experience certificate regarding supply of similar nature of items at least once in the last three financial years to any Govt. bodies/ Public bodies/ Hospitals/ Educational institutions etc. otherwise the bid shall be rejected.		
8	PAN No. (Please attach copy)		
9	GST No. (Please attach copy)		
10	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your Bid shall be rejected.		
11	Details of the DD/ BG of bid security (EMD) DD/ BG No.: Date:		

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Place:……

Date:……

(Signature of Tenderer with seal) Name:

Address

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SCHEDULE – B

FINANCIAL BID

Sl no.	Description	Quantity	Price	GST@ (%)	GST Amount (Rs.)	Total Amount (Rs.)
1	Whole Body Phototherapy Unit with accessories.	01 No.				

1. I/we have gone through the terms & conditions as stipulated in the Tender Enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute.
3. I/we shall supply the items of requisite quality.
4. I/we undertake that the information given in this tender are true and correct in all respect.
5. The above price is inclusive five years (05) years warranty.

Place :

Date:

Signature of the Bidder with Seal

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SCHEDULE-C

Information, Instruction and Special Terms & Conditions.

I) INFORMATION AND CONDITIONS RELATING TO SUBMISSION OF BIDS

II) SPECIAL TERMS & CONDITIONS OF THE TENDER

('Supply of Whole Body Phototherapy unit With Accessories (01 No.) to AIIMS, Kalyani')

(I) INFORMATION AND CONDITIONS RELATING TO SUBMISSION OF BIDS:

1. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from website www.aiimskalyani.edu.in, www.aiimskalyani.edu.in and CPP Portal www.eprocure.gov.in for downloading only, *https://aiimskalyani.ewizard.in/* For online participation. Those who download the tender document from the Website need not to pay any fee.

2. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the Authorized signatory signs the tenders, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.

3. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid as well as Financial Bid unless authenticated by full signature of bidder. Any omission in filling the columns of Financial Bid shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All Corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

4. The successful bidders has to constitute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) and also required to furnish the performance security @10% of contract value in the form of FDR/BG of any scheduled bank in favour of AIIMS, Kalyani & payable at Kalyani only. Duration of Performance Guarantee BG will be one year beyond the period of completion of all contractual obligations. If the successful bidder fails to furnish the full performance security within 15 (fifteen) days after the issue of Purchase order, his bid security will be invoked as per EMD shall be forfeited unless time extension has been granted by AIIMS, Kalyani.

5. The bid shall be valid and open for acceptance of the competent authority for a period of 180 (one hundred eighty) days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.

06. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

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07. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate as per Financial Bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

08. The competent authority of AIIMS, Kalyani reserves all rights to accept or reject any/ all tender(s) without assigning any reason. AIIMS, Kalyani also reserves the right to reject any bid, which in its opinion is non-responsive, or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

(II) SPECIAL TERMS & CONDITIONS OF THE TENDER:

1. Rates should be quoted as per the Financial Bid. No extra amount in any manner is payable by the Institute.
2. All the rates should be mentioned in Indian national currency (INR) only. The rates quoted in foreign currency will not be entertained in this tender enquiry & such tenders will be cancelled straightway.
3. Rates should be mentioned clearly in the appropriate column of the Financial Bid as provided in e-tender portal
4. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of **180 days (6 months)** valid from the date of opening of the tender by the committee.
5. **Penalty Clause:** The time for the date of delivery/ dispatch stipulated in purchase order shall be deemed to be essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the purchase order, liquidated damages may be deducted from the bill **@ 0.5% per week** subject to maximum of 10% of the value of the delayed goods or services under the contract. After that period the competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.
6. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
7. **Risk Purchase:** In case the tenderer on whom the purchase order has been placed, fails to made supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Kalyani) may recover from the tender the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of failure in supplying the ordered goods the purchase order may be cancelled and bid security deposit will be forfeited.
8. The Specification and quantity of the item needed, mentioned in Financial Bid is approximate detail and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Kalyani. The payment would be made for actual supply taken and no claim in this regard should be entertained.
9. Where the specifications are as per tenderer's range of product & tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should

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be brought out on separate Letter Head of the firm. It would be discretion of the competent authority of the institute to accept or reject such deviations which are not in accordance with our required specifications as given in Schedule of the Financial Bid.

10. The Tenderers should furnish a copy of GST registration number and the date of such registration. Tenders not complying with these conditions will be rejected.

11. The tenderers should submit along with the tender, a Photostat copy of the last three years Income Tax return.

12. In case asked, tenderer must give the demonstration of the product to the user department of the institute and in that case all the expenses will be borne by the supplier.

13. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing, which the tender will not be considered. Descriptive literature /catalogues must be attached with the tender in original failing which tender may be ignored.

14. Any failure or omission to carryout of the provisions of this supply by the supplier shall not give rise to any claim by supplier and purchaser one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any status and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure.

15. The quoted rates will inclusive of all taxes.

16. Any dispute or reference between the parties arising out of this tender/purchase order/contract shall be to the appropriate courts/ forum of Kalyani jurisdiction only.

17. **Disputes Resolution and Arbitration:** If any difference arises concerning this agreement and its interpretation, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of thirty (30) days, sole arbitrator will be appointed by the Executive Director, AIIMS, Kalyani in accordance with the Arbitration & Conciliation Act 996 or its subsequent amendment. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings. The arbitration venue shall be at Kalyani or any other venue as decided by the Executive Director, AIIMS, Kalyani.

18. The supplier should mention the compliance to the specification in the technical bid of the tender document failing this, the bid document will be disqualified.

19. **Payment Terms:**

100% payment will be made after successful completion of work subject to submission of following documents to finance and accounts dept. :-

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1. Ink signed copy of bill in triplicate.
2. Ink signed copy of commercial invoice
3. Copy of original purchase order
4. Inspection note issued by the Dermatology dept.
5. Guarantee/Warranty certificate
6. Performance Bank guarantee (As per Annexure III)
7. DP extension letter if any.
8. Details for electronic payment viz. account holder name, bank name, branch name, IFSC code, MICR code.

20. The Supplier should replace the rejected goods forthwith but, in any event, not later than a period of 15 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.

21. **Insolvency Clause:**

In the event of the bidder being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act 1986 made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, AIIMS, Kalyani shall have the power to terminate the contract without prior notice.

22. Demonstration: Bidder should give demonstration of quoted model as per bid specification through Offline / Online mode. (Demonstration Schedule or link will be provided after bid opening through mail or official website of AIIMS, Kalyani)

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

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(Annexure II)

(To be made on Rs 100.00 Non Judicial Stamp paper)

AGREEMENT FORMAT

This agreement is made at Kalyani on the day of between the Executive Director, All India Institute of Medical Sciences, Kalyani, , having its Office at AIIMS, Kalyani-741245 (here-in- after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s , havingits registered office at

(here- in-after called the 'Tenderer' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part. WHEREAS the 'Client' is desirous to engage the 'Tenderer' for supplying Targeted Phototherapy Unit to AIIMS, KALYANI at Kalyani on the terms and conditions stated below:

The Tenderer shall be solely responsible for any accident / medical / health related liability / compensation for the Labour deployed by it at AIIMS, Kalyani site. The 'Client' shall have no liability in this regard.

1. The Provision in the General & Special Terms & Conditions of the tender shall also be part of this Agreement.
2. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
3. In case of non-compliance with the contract, the 'Client' reserves its right to:

a. Cancel / revoke the contract; and /or

b. Impose penalty up to 10% of the Total Value of contract.

4. Security Deposit equal to 03% of the Contract Value (refundable without interest after two months of termination of contract) in the form of Bank Guarantee shall be furnished by the 'Tenderer' at the time of signing of the Agreement.
5. There would be no increase in rates payable to the 'Tenderer' during the contract period.
6. The 'Tenderer' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
7. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Tenderer'.

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8. The 'Tenderer' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Tenderer' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Tenderer' in respect thereof, which may arise.

9. In case of any dispute between the 'Tenderer' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the appropriate local forum/courts located at Kalyani. THIS AGREEMENT will take effect from day of Two thousand twenty Two and shall be valid for one year.

10. All other terms & conditions of the Tender document is part of this agreement.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year mentioned above in Kalyani in the presence of the witness:

For and on behalf of the **'Tenderer'**	For and on behalf of the **AIIMS, Kalyani**
Signature of the authorized Official	Signature of the authorized Official
Name of the Official	Name of the Official

Stamp / Seal of the **'Tenderer'**

SIGNED, SEALED AND DELIVERED By the said	By the said
_____(Name)	_____(Name)
on behalf of the **'Tenderer'** in presence of	on behalf of the **'AIIMS, KALYANI'** in presence of
Witness_____	Witness_____
Name_____	Name_____
Address_____	Address_____

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(Annexure III)

FORMAT FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,

The Executive Director

All India Institute of Medical Sciences,

Basantapur, Saguna,

Kalyani 741245

In consideration of All India Institute of Medical Sciences, Kalyani [hereinafter referred to as 'AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. (Rupees) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. (Rupees) as required under the terms and conditions of contract / work order no dated [hereinafter referred as the 'order'] placed by AIIMS on the said supplier /contractor. We, the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. (Rupees) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees)

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till

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AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. (Rupees) and shall remain in force up to unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. . We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The FIC Procurement, All India Institute of Medical Sciences, Kalyani.

8. We, the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the day of

Signature for the Bank Witness:

Name(s) & Designation(s) Name & Add

Signature of Bidder With seal of firm

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ANNEXURE – IV

Name of the E-Tender : …….

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.10/-Non-judicial Stamp Paper duly attested by Public Notary)

I…….S/o……....……
……. Resident of
…….……..…
……...…
……..…….. Do solemnly pledge and affirm:

1. I am the Proprietor/Partner/Executive Director /authorized signatory of M/s. .....

2. No police case is pending against the Proprietor / Partner /Executive Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)

3. The Proprietor / Partner /Executive Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted by any Government authority/ organization.

4. I/We have not quoted the price higher than previously supplied to any Government Institute / Organization / reputed Private Organization or DGS&D rate in recent past.

Affirmation/Verification

Name & Signature Seal of the participating Bidder Company

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ANNEXURE – V

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

General: The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS KALYANI has decided to use the portal www.tenderwizard.com/AIIMSKALYANI, https://eprocure.gov.in or www.aiimskalyani.nic.in.

7.1 Instructions:

a) Tender Bidding Methodology: Two Stage Online Bidding

b) Broad outline of activities from prospective Bidders:

i. Procure a Class III Digital Signature Certificate (DSC).

ii. Register on the e-Procurement portal www.tenderwizard.com/AIIMSKALYANI.

iii. Create Users on the above portal.

iv. View Notice Inviting Tender (NIT) on the above portal.

v. Download Official Copy of Tender Documents from the above portal.

vi. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, KALYANI.

vii. Bid-Submission on the above portal.

viii. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.

ix. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSKALYANI's Post-TOE queries.

x. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).

c) Digital Certificates : For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

d) Registration: To use the Electronic Tender portal www.tenderwizard.com/AIIMSKALYANI, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable (i.e. Rs.2000 +GST as applicable).

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated

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e) The Bidder must ensure that after following above, the status of bid submission must become – 'Submitted'.

f) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

g) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

h) The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

7.2 Bid submission: The entire bid-submission would be online on the Tender wizard portal i.e. *https://aiimskalyani.ewizard.in/* Broad outline of submissions are as follows:

(i) Submission of Bid Parts (Technical & Financial).

(ii) Submission of information pertaining to Bid Security/ EMD.

(iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copies of duly filled price schedule as Annexure are to be uploaded.

Processing Fee: Firm have to pay processing fee as applicable through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

7.3 Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMS KALYANI by the bidders in time, then AIIMS KALYANI will promptly reschedule the affected event(s).

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

7.4 Other Instructions:

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For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

7.5 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

i. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.

ii. Register your organization on the portal well in advance of your first tender submission deadline on the portal.

iii. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.

iv. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc).

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders End Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI Limited, if required, before participation in the online tendering.

For any further assistance, please contact Mr. Saikat Pal (09355030620), Mr. Sk. Tariq Anwar (09355030608), Helpdesk-01149606060, E-mail ID for mailing communication:

eprochelpdesk.38@gmail.com , eprochelpdesk.35@gmail.com , ewizardhelpdesk@gmail.com

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